



OHIO ETHICS COMMISSION

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OHIO ETHICS COMMISSION

SETTLEMENT AGREEMENT

2018 DEC 31 A 11: 13

**In the Matter of Ashlee McLaughlin
Inquiry No. 16-Q-1207-068
December 10, 2018**

This agreement is entered into between the Ohio Ethics Commission (Commission) and Ashlee McLaughlin pursuant to the Commission's authority under Ohio Revised Code Section 102.06(G)(1).

SUMMARY: The Commission opened an investigation into potential ethics violations by Ashlee McLaughlin, Mayor of the Village of Linndale (Village) in Cuyahoga County. Specifically, the Commission received an allegation that McLaughlin hired her law partner and boyfriend, P. Andrew Baker, as the Village prosecutor.

FACTS: Ashlee McLaughlin was hired by the Village on March 6, 2007 as the grant and contract coordinator. On April 3, 2012, she was appointed a Village council member. On August 6, 2013, McLaughlin was sworn in as Mayor of the Village. McLaughlin stated that she has known Baker since 2006.

The investigation found that in 2012 Baker was recommended by the former Village Law Director to replace the Village Prosecutor. Baker agreed to act as the Village Prosecutor/Solicitor on a volunteer basis in order to gain experience in the position. In 2013, after being elected as the Village mayor, McLaughlin stated that she hired a new law director and hired Baker as the Village Prosecutor/Solicitor. McLaughlin stated that although Baker did not have a written agreement with the Village until February 2015, he was paid by the Village in 2014 and 2015. On February

1, 2015, McLaughlin appointed Baker to the position of Village Solicitor. On February 3, 2015, McLaughlin introduced Ordinance No. 2015-05 to enter into a written contract with Baker for the position of Village Solicitor of Linndale. The contract commenced on February 1, 2015 through December 31, 2015 at an annual salary of \$15,000.00 plus other hourly rates. On December 1, 2015, McLaughlin introduced Ordinance No. 2015-43 to increase Baker's annual salary to \$15,750.00. The ordinance received a unanimous yes vote from Village council along with McLaughlin signing her name on the ordinance.

The investigation found numerous financial records from McLaughlin and Baker that demonstrate they have a financial relationship and that they commingled funds as part of that relationship, including loans by McLaughlin to Baker:

- Cuyahoga County Court of Common Pleas Journal Entry dated for January 26, 2010, Case No. CV-09-701846, states that McLaughlin's mailing address at 11224 Clifton Blvd, Apt. West, Cleveland, Ohio 44102, Baker's home address.
- A copy of a water bill for McLaughlin's home address at, 11931 Ave of Peace, Linndale, Ohio 44135-4613, shows Baker as the billing customer for February 6, 2015 thru May 6, 2015, the billing period for this invoice.
- The application for Principal Financial Group, McLaughlin's health insurance provider, lists Baker as an eligible dependent plus the relationship box for "spouse" is checked by his name.
- US Bank records subpoenaed from McLaughlin's personal bank account show that from January 1, 2015 until October 6, 2016, McLaughlin has written checks to Baker totaling \$10435.80. Subpoenaed personal bank records belonging to Baker from PNC and Key Banks from August 8, 2015 until January 22, 2016 show the following payments paid to McLaughlin for a total of \$2645.04:
 - Check #168 dated 8/28/2015 for \$995.00
 - Check #169 dated 9/8/2015 for \$550.04 for loans
 - Check #1317 dated 12/25/2016 for \$600.00 for TV/Stand and Armoire
 - Check #188 dated 1/22/2016 for \$500.00 for repayment of a loan

Staff reviewed the results of its investigation with the Commission at its regularly scheduled meeting, in Executive Session, on October 31, 2018. The Commission found that the facts support a violation of R.C. 102.03(D) of the Ethics Law because McLaughlin hired Baker, whom she has a personal and financial relationship with, as the Village's prosecutor. The Commission determined that these matters should be addressed through its settlement authority under R.C. 102.06(G) based upon the following factors in mitigation.

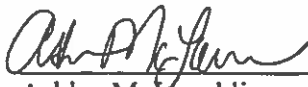
MITIGATION: In mitigation of any violation, the previous Village law director advised staff that he reviewed the nepotism restrictions and advised McLaughlin that it would not be an Ethics Law violation to hire Baker as the Village prosecutor; the loans Baker repaid McLaughlin totaled \$1,050; and the investigation found that McLaughlin and Baker were not law partners. In addition, McLaughlin was cooperative with the investigation.

RESOLUTION: Per the terms of this Settlement Agreement, Ashlee McLaughlin admits that when she hired Baker, whom she has a personal and financial relationship with, as the Village's prosecutor, she violated the conflict of interest provision in R.C. 102.03(D) of the Ethics Law. In lieu of a referral of this matter to the local prosecuting attorney, McLaughlin agrees to accept a reprimand from the Commission. Further, Baker will resign as the Village prosecutor. Ashlee McLaughlin agrees to enter into this settlement agreement to resolve the Commission's investigation. A copy of this Settlement Agreement will be shared with the office of the Cuyahoga County Prosecutor and the Law Director for the Village of Linndale. This agreement will be a public record. Finally, Ashlee McLaughlin acknowledges that any future alleged violations

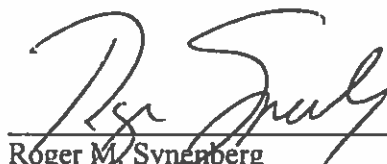
brought to the Commission or Prosecutor's office will be fully investigated and, if warranted by the facts, recommended to be prosecuted to the full extent of the law.

Pursuant to R.C. 102.06(G)(3), if Ashlee McLaughlin breaches this settlement agreement, the commission or prosecuting authority, in the commission's or prosecuting authority's discretion, may rescind the agreement and reinstitute any investigation, hearing, or prosecution of McLaughlin. No information obtained from McLaughlin in reaching the settlement that is not otherwise discoverable from McLaughlin shall be used in any proceeding before the commission or by the appropriate prosecuting authority in prosecuting the violation. Notwithstanding any other section of the Revised Code, if a settlement agreement is breached, any statute of limitations for a violation of Chapter 102. of the Revised Code or R.C. 2921.42 or R.C. 2921.43 is tolled from the date the complaint or charge is filed until the date the settlement agreement is breached.

Per the terms of this Settlement Agreement, the Commission will hereby close its review of this matter in lieu of any referral of this matter for prosecution.


Ashlee McLaughlin
Respondent

12-28-2018
Date


Roger M. Synenberg
Attorney for Respondent

12/28/2018
Date


OHIO ETHICS COMMISSION:
By Julie M. Korte, Chief Investigative Attorney

1/07/2019
Date